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6 *Attorneys for Plaintiff, First American Trustee*  
7 *Servicing Solutions, LLC*

8 **UNITED STATES DISTRICT COURT**

9 **DISTRICT OF NEVADA**

10  
11 FIRST AMERICAN TRUSTEE SERVICING  
12 SOLUTIONS, LLC,

13 Plaintiff

14 vs.

15 HOLLY ANN KNOWLTON, an individual;  
16 DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT; REPUBLIC SILVER  
17 STATE DISPOSAL, INC. dba REPUBLIC  
SERVICES; SILVERADO LANE EAST  
18 HOMEOWNERS ASSOCIATION; DOE  
INDIVIDUALS I through X; and ROE  
19 ENTITIES XI through XX

20 Defendants  
21

Case No.: 2:23-cv-00542-CDS-VCF

**STIPULATION AND ORDER TO  
ALLOW PLAINTIFF TO COLLECT  
ATTORNEY'S FEES AND COSTS; AND  
FOR DISMISSAL OF PLAINTIFF**

22 First American Trustee Servicing Solutions, LLC ("Plaintiff"); Defendant Holly Ann  
23 Knowlton ("Knowlton"); Defendant Department of Housing and Urban Development ("United  
24 States of America"); and Defendant Silverado Lane Homeowners Association ("Silverado Lane")  
25 (collectively the "Parties"), by and through their undersigned counsel, hereby stipulate and agree  
26 as follows:  
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1           1.           Defendant Knowlton executed a deed of trust to secure a loan in the amount of  
2           \$159,289.00 to purchase 10023 Fine Fern St, Las Vegas, NV 89183, APN: 177-27-614-041 (the  
3           “Property”), which was recorded on January 30, 2018, naming Quicken Loans Inc. as the Lender  
4           and Mortgage Electronic Registration Systems, Inc., (“MERS”), as the beneficiary solely as  
5           nominee for Lender and Lender’s successors and assigns (“Deed of Trust”). Complaint (ECF No.  
6           1-3 p. 6, at ¶10, citing Exhibit 1).

7           2.           On or about July 23, 2018, the Deed of Trust was assigned to Quicken Loans Inc.  
8           *Id.* at ¶ 11.

9           3.           On August 17, 2018 a Substitution of Trustee was recorded against the Property  
10          naming Plaintiff, as the Trustee under the Deed of Trust. *Id.* at ¶12.

11          4.           After Ms. Knowlton became delinquent on her Loan repayment obligation secured  
12          by the Deed of Trust, Plaintiff, after filing and mailing all required notices and taking all actions  
13          required by Nevada law, conducted a nonjudicial foreclosure on the Property on September 6,  
14          2022 (“Foreclosure Sale”). *Id.* at ¶13. The amount of unpaid debt due on the Loan at the time of  
15          the Foreclosure Sale was \$162,656.89, and the Property sold for \$238,000.00 producing  
16          approximately \$75,343.11 in excess proceeds. *Id.* Plaintiff subsequently ordered updated title  
17          documents from First American Title. The order cost Plaintiff \$200.00 and the resulting invoice  
18          was paid from the excess proceeds. A “TSS Fee” of \$125.00 is also owed to First American for  
19          processing costs leaving \$75,018.11 in excess proceeds (the “Excess Proceeds”).  
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21          5.           Plaintiff has no interest in the Excess Proceeds, except to the extent of its attorney’s  
22          fees and costs, reimbursable from the Excess Proceeds pursuant to NRS 40.462.

23          6.           The Excess Proceeds are being held in Plaintiff’s trust account pending the Court’s  
24          approval to deposit the Excess Proceeds with the Court.

25          7.           The Parties agree that Plaintiff’s involvement in the case will no longer be  
26          necessary once it (1) has collected the attorney’s fees and costs it has incurred in bringing forth  
27          this matter, and (2) has deposited the remaining Excess Proceeds with this Court.  
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1           8.           Accordingly, the Parties hereby stipulate to allow Plaintiff to collect its attorney's  
2 fees and costs, in the amount of \$5,588.60, from the Excess Proceeds.

3           9.           The Parties further stipulate that Plaintiff will deposit the remaining \$69,429.51  
4 with this Court, where it will be held until such time that the Court determines the legal claims to  
5 the remaining Excess Proceeds.

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1           10.           The Parties further stipulate to dismiss Plaintiff with prejudice once the remaining  
2 Excess Proceeds are deposited with the Court and a Notice of Compliance is filed. Plaintiff in turn  
3 will have no further liability with respect to the issues, claims, excess proceeds in this action, nor  
4 the Interpleader Defendants.

5           DATED this 27<sup>th</sup> day of June, 2023.

6           WRIGHT, FINLAY & ZAK, LLP

DAVID J. WINTERTON & ASSOCIATES,  
LTD.

8           /s/ Hugo E. Hernandez-Diaz

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/s/ Stephen R. Hanson II

Stephen R. Hanson II

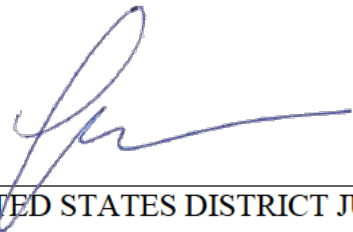
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*Attorney for the United States*

**IT IS SO ORDERED.**

  
UNITED STATES DISTRICT JUDGE

Dated: July 10, 2023